CONTRACT #6 RFS # 359.10-007-04

Department of Children's Services

VENDOR:
Tennessee Alliance for Legal
Services





RECEIVED

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FISCAL REVIEW

State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290
Viola P. Miller, Commissioner

James White, Executive Director Fiscal Review Committee 8th Floor, Rachel Jackson Building 320 Sixth Avenue North Nashville, TN 37243

April 26, 2007

Director White,

Please find as accompaniments to this summary letter, the original Procurement Method Request for Non-Competitive Negotiation, the original contract, all previous amendments, a copy of the current Non-competitive Amendment Request, a draft copy of Amendment #4 to Contract FA-04-15324, and a letter from DCS legal to the contractor explaining changes necessary for FY 2008.

The services provided under this contract, FA-04-15324, are the direct result of the <u>Grier Consent Decree</u> filed with the Federal Court the Department of Children's Services. Pursuant to this decree, DCS is mandated to provide legal representation for custody children regarding TennCare Services. Services include the assessment of appeals of adverse action for merit and may, in certain cases, consist solely of assessment. Adverse action is any delay, denial, reduction, suspension, termination or any other act or omission that impairs the quality, timeliness or availability of TennCare benefits. Custody children are defined as any child who was in the legal custody of the state of Tennessee, as granted by a court of competent jurisdiction, during the time the services, which are being appealed, were received or should have been received.

Section III.A. of the Detailed Plan and Implementation Timetable of the <u>Grier</u> Consent Decree specifically provides that "DCS will contract with the Tennessee Alliance for Legal Services ('TALS') to provide representation for custody children at administrative hearings...." The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."

Amendment Four will be revised as follows: Item A.2.C.since the Tenncare appeals resolution unit has undergone a name change; B.1. to extend the contract term to the fifth year of this contract; C.1. to increase the maximum liability for one more year; C.3. adds and revises language pertaining to billings at the Hourly Attorney Rate and Minimal Billable Units; addition of C.3.a 7 regarding timely invoicing practices, and the revision of E.2. to update contact information. The new maximum liability for 2008 is being reduced by \$50,000.00 due to a reduction in requested services in FY 2007.

Should you need further information regarding this request, please contact me at 615-741-2457 or by e-mail at Steven.Barlar@state.tn.us.

Sincerely,

Steven Barlar DCS Contracts Section

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED		
Commission	ner of Finance & Administration	
Date:		

EACH RE	EQUEST ITEM BELOW <u>MUST</u> BE DETAILED OR ADDRESSED <u>AS RE</u>	QUIRED.							
1) RFS #	359.10-007-04								
2). State Agency Name :	Department of Children's Services								
	EXISTING CONTRACT INFORMATON								
3) Service Caption :	Provide Legal Representation for custody children regarding TennCare Services pursuant to the Grier Consent Decree								
4) Contractor:	Contractor: Tennessee Alliance for Legal Services								
5) Contract #	FA-04-15324								
6) Contract Start Date :		7-1-2003							
7) <u>Current</u> Contract End Date	e IF <u>all</u> Options to Extend the Contract are Exercised :	6-30-2008							
8): <u>Current</u> Total Maximum C	ost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,258,334.00 (if FY 2008 was at current liability of 200,000.00)							
	PROPOSED AMENDMENT INFORMATION								
9). Proposed Amendment #		Four							
10) <u>Proposed</u> Amendment Eff (attached explanation requi	fective Date : red if date is < 60 days after F&A receipt)	July 1, 2007							
11) Proposed Contract End D	ate IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008							
12) <u>Proposed</u> Total Maximum	Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,008,334.00 (due to reduced service requests, FY 2008 is not expected to exceed a \$150,000.00 liability)							
13) Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest	of the state							
	only one uniquely qualified service provider able to provi	de the service							
14) Description of the Propos	sed Amendment Effects & Any Additional Service :								
There are no additional services matters regarding Tenncare app	s for this contract. The amendment will allow DCS to continue purchase related to custody children	urchasing legal representation in							

15) Explanation of Need for the Proposed Amendment:								
Pursuant to the <u>Grier</u> Consent Decree filed with the Federal Court the Department of Children's Services is mandated to provide legal representation for custody children regarding TennCare Services. Services include the assessment of appeals of adverse action for the control of the control								
merit and may, in certain cases, consist solely of assessment. Adverse action is any delay, denial, reduction, suspension, termination or any other act or omission that impairs the quality, timeliness or availability of TennCare benefits. Custody children are defined as								
any child who was in the legal custody of the state of Tennessee, as granted by a court of competent jurisdiction, during the time the								
services, which are being appealed, were received or should have been received.								
Section III.A. of the Detailed Plan and Implementation Timetable of the <u>Grier</u> Consent Decree specifically provides that "DCS will contract with the Tennessee Alliance for Legal Services ('TALS') to provide representation for custody children at administrative								
hearings" The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS.								
There is no current provision that would allow contracting with a different entity."								
16) Name & Address of Contractor's Current Principal Owner(s). (not required if proposed contractor is a state education institution).								
Erik Cole, Executive Director								
Suite 1216								
1818 West End Avenue Nashville, TN, 37203								
17) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)								
Seject one: Documentation Not Applicable to this Request Documentation Attached to this Request								
(required only if the subject service involves training for state employees)								
select one: Documentation Not Applicable to this Request Documentation Attached to this Request								
19) Documentation of State Architect Endorsement: (required only if the subject service involves construction or real property related services)								
select one: Documentation Not Applicable to this Request Documentation Attached to this Request								
20). Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:								
Efforts to Identify Reasonable, Competitive, Procurement Alternatives have not been conducted.								
21) Justification for the Proposed Non-Competitive Amendment:								
The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."								
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)								
Mola P. Milla 04/30/07								
Agency Head Signature								



DEPARTMENT OF CHILDREN'S SERVICES

Cordell Hull Building, Seventh Floor 436 Sixth Avenue North Nashville, TN 37243

April 23, 2007

Mr. Eric Cole, Executive Director Tennessee Alliance for Legal Services 1808 West End Ave., Suite 1216 Nashville, TN 37203

Via facsimile and US Mail

Mr. Neil McBride, General Counsel Legal Aid Society of Middle Tennessee and the Cumberlands P.O. Box 5209 Oak Ridge, TN 37831

Via facsimile and US Mail

Re: Contract Amendment to TALS/DCS contract

Dear Eric and Neil:

It is time to renew the contract between TALS and DCS. I know Steve Barlar in the DCS Contracts division has already been in contact with Eric about this and will soon be delivering the amendment to Eric for signature. This amendment extends the contract for another fiscal year and adds \$150,000 to the maximum liability. Based on TALS invoices for the last few quarters, this amount should be sufficient for the next FY. However, please let us know if and when TALS' billing reaches 80% of the maximum liability, pursuant to Section E.15 of the contract, so we can adjust if needed.

This contract amendment also adds some clarification about acceptable billing practices, which we have found necessary to add based on internal reviews of invoices. Paragraph number four (4) of the contract amendment is based on some invoices where DCS was charged for attorney time to send faxes. Obviously, it does not require a licensed attorney to send a fax. We noted several instances where DCS was billed one quarter hour of an attorney's time to send a fax, which meant it cost the State \$21.25 each time a fax was sent. I'm sure you both would agree this is not an acceptable use of public funds.

The minimum billable unit has also been changed from one quarter (1/4) hour to one tenth (1/10) of an hour to reflect more current attorney billing practices. The invoices we

receive under the John L. contract indicate that Legal Services offices now have billing software that allows billing in increments less than 15 minutes. So we are updating this contract accordingly.

Paragraph five (5) of the contract amendment is also based on internal reviews of TALS invoices. We have found invoices where it appeared that the attorneys continued to bill on a case months after the appeal was closed and the child had received the service at issue. Certainly, if the attorney-client relationship continues for other matters after the TennCare appeal is resolved, that is between the attorney and their client. However, the legal representation that is reimbursable under this contract is specific to the TennCare appeal which triggered the referral to TALS. It seems more than reasonable that legal services provided pursuant to such a referral would end soon after either (a) the child has received the service at issue on the appeal or (b), the pursuit of legal remedies under Grier has ceased. This amendment to the contract sets a reasonable time limit for legal services provided after either (a) or (b) have occurred, but also allows for exceptions in extraordinary cases.

Please feel free to contact me if you have any questions. As always, we appreciate the legal advocacy provided to DCS children by TALS.

Sincerely,

Mary Jane Davis

DCS Legal Counsel

Cc.

Mary Beth Franklyn

Betty Boner

AMENDMENT FOUR TO FA-04-15324

BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES

AND

TENNESSEE ALLIANCE FOR LEGAL SERVICES

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the State, and Tennessee Alliance for Legal Services, hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section A.2.c. in its entirety and insert the following in its place:
 - A.2.c. DCS shall notify the Contractor when representation is needed for custody children. DCS shall notify the Contractor and the appropriate local subcontractor immediately, or no later than twelve (12) hours, of DCS receiving notice of denial of an appeal from the TennCare Solutions Unit or when DCS becomes aware of an urgent appeal, including appeals that result from the action or inaction of a MCO, BHO, or a DCS-administered service. The notification from DCS shall include the location of and contact information for the child who needs legal representation in a TennCare appeal and any available information that DCS has about the appeal.
- 2. Delete Section B.1. Contract Term, in its entirety and insert the following in its place:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2003 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 3. Delete Section C.1. Maximum Liability, in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Eight Thousand, Three Hundred Thirty-Four Dollars, (\$1,008,334.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 4. Delete Section C.3. in its entirety and insert the following in its place:
 - C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed

the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

SERVICE Attorney **PAYMENT RATE PER HOUR**

Attorney Services
Paralegal Services

\$85.00 \$50.00

Services Billed at Attorney Hourly Rate: Services billed at the attorney rate must be services which can only be performed by a licensed attorney, or which due to the nature or complexity of the case require the expertise of an attorney. Services traditionally performed by support staff, clerical or administrative staff, or paralegal staff shall not be billed at the attorney hourly rate. Such services include but are not limited to sending/receiving faxes, calling to obtain a fax number or verify fax sent successfully, making copies, and filing, organizing, or mailing documents. The State reserves the right to not compensate Contractor at the Attorney hourly rate for services which could have been performed by someone other than a licensed attorney. In such instances, Contractor will be reimbursed at the Paralegal hourly rate unless Contractor provides an acceptable written explanation as to why those services required a licensed attorney.

Minimum Billable Unit: Contractor shall bill the State at a minimum billable unit of one-tenth of an hour, or six minute increments.

- 5. Add the following as Section C.3.a.7 and renumber any subsequent sections as necessary:
 - C.3.a.7. Legal services provided pursuant to this contract shall terminate within 20 business days after resolution of the appeal as defined herein. "Resolution of the appeal" for purposes of terminating legal services under this contract means that either the child has received the service(s) at issue in the appeal or the pursuit of legal remedies available under Grier has ended. For a service(s) or treatment which is ongoing in nature, such as psychotherapy or counseling, the child is considered to have received the service once that service or treatment has started. At Contractor's written request for an exception, the State may consider reimbursing Contractor for legal services provided more than 20 business days after resolution of the appeal. For such exceptions, Contractor must provide acceptable written explanation as to why legal services on the resolved appeal could not be completed within 20 business days after resolution of the appeal.
- 6. Delete Section E.2. in its entirety and insert the following in its place:
 - E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Mary Beth Franklyn, DCS Director of TennCare Policy and Compliance
7th Floor Cordell Hull Building
436 Sixth Ave. North,
Nashville, TN 37243
Tel: (615) 253-4506
Fax: (615) 253-5216

The Contractor:
Eric Cole, Executive Director
Tennessee Alliance for Legal Services

Suite 1216 1818 West End Avenue Nashville, TN, 37203

Tel: (615) 627-0956

Fax: (615) 244-4920

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:		
TENNESSEE ALLIANCE FOR LEGAL SERVICES:		
Signature and Date of Authority ID		
Signature and Date of Authorized Representative	Date	
Printed Name of Authorized Representative	•	•
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DEPARTMENT OF CHILDREN'S SERVICES:		
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Viola P. Miller, Commissioner	DATE	
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APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
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M. D. Goetz, Jr., Commissioner	Date	
COMPTROLLER OF THE TREASURY:		
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John G. Morgan, Comptroller of the Treasury	Date	

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